

DECLARATION OF RESTRICTIVE COVENANTS

1. The original period during which said Covenants shall be operative shall begin with the date hereof and shall expire on the 1st day of January, 1966; at the expiration of said original period said Covenants shall be automatically extended for successive periods of ten years each, unless prior to the expiration of any period, by a vote of a majority of the then owners of said lots, it shall be agreed to change said Covenants in whole or in part.
2. Each of the Covenants is in pursuance of a general plan for development and improvement of said "Balla Machree" and each of said Covenants shall run with the land, and shall bind the premises herein described and every part thereof, and shall be binding upon every person who shall be the owner thereof during said period, and are and shall be for the benefit of each and every of said lots, and shall be enforceable by any owner of any of said lots.
3. All of said lots and each of them shall be subject to the right of the Nebraska Power Company and the Northwestern Bell Telephone Company, their successors, lessees and assigns, to construct and maintain under-ground conduits in, and a joint pole line over and upon, the rear boundary line of said lots.
4. By accepting a deed to any part of said "Balla Machree" the grantee shall thereby bind himself, his heirs, executors, administrators, assigns and grantees, to observe and perform all said Covenants as fully as though said grantee had joined in this declaration.
5. Said premises shall be used and occupied for residence purposes exclusively.
6. No person other than of the Caucasian race shall be or become an owner or lessee of any part of said premises, or, except as a servant of the family living thereon, be granted the privilege of occupying the same.
7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. No trailer, basement, excavation, tent, shack, garage, barn or other out-building erected, constructed or placed on any part of said premises shall at any time be used a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
9. No building shall be erected, constructed, altered, placed or permitted to remain on any lot in said "Balla Machree" other than one single detached dwelling built thereon, which shall be of wood, stone, brick, cement, stucco or brick veneer construction, and no building shall be located nearer to the front lot line or nearer to side street line than the building set back lines shown on the recorded plat.
10. Garage and other outbuildings on any lot, if detached from the dwelling, must be built of the same material and shall correspond in architecture with the dwelling on said lot, and shall not be built within 100 feet of the street line upon which said lot fronts, nor with 10 feet of the side lot lines; except, however, that where it would be impracticable, because of the shape or dimensions of said lot, to so locate said outbuildings upon said lot, then said buildings may be located in such place upon said lot as may be approved, in writing, by the undersigned owners.

11. All dirt from the cellar, basement, or other excavation of any lot shall be removed from said lot and the general slopes of said lot, after the buildings have been erected, shall remain substantially as they are at the date hereof, subject however, to such modifications as may be approved in writing by the undersigned owners.

12. The term "undersigned owners" shall include the heirs and/or devisees of such owners and those to whom such owners shall grant the power herein referred to "undersigned owners".

Walter I. Black  
Walter I. Black

BY Byrl M. Black  
Attorney in fact

Byrl M. Black  
Byrl M. Black

Don Searle  
Don Searle

Elizabeth E. Searle  
Elizabeth E. Searle

Henry T. Midscale  
Henry T. Midscale

Ruth G. Melady  
Ruth G. Melady

E. P. Melady  
E. P. Melady

STATE OF NEBRASKA  
Pierr<sup>s</sup>) SS.  
COUNTY OF BROWN

On this 30 day of Sept., A.D. 1942, before me,  
a Notary Public in and for said County, personally came Mrs. Walter I. Black, et al.,  
in fact for Walter I. Black & Byrl M. Black, personally to me known to be the  
identical person whose names are affixed to the above and foregoing  
instrument, and they acknowledged the said instrument and the execution  
thereof to be their voluntary act and deed, for the purposes therein  
expressed.

In testimony whereof, I have hereunto set my hand and affixed my  
seal at  
written.

Harley D. Boose  
Notary Public

My commission expires

6-24-47



STATE OF NEBRASKA  
) SS:  
) COUNTY OF DOUGLAS

On this 8 day of October A.D. 1942, before me,  
a Notary Public in and for said County, personally came John J. Melby and  
Henry J. Rebbeck, personally to me known to be the identical  
person whose name are affixed to the above and foregoing instrument, and  
they acknowledged the said instrument and the execution thereof to be their  
voluntary act and deed, for the purposes therein expressed.

In testimony whereof, I have hereunto set my hand and affixed my  
notarial seal at Omaha Nebraska on the day and date last above  
written.

Mary C. Clark  
Notary Public

My commission expires  
3-2-43

STATE OF NEBRASKA  
) SS:  
COUNTY OF DOUGLAS

On this 9th day of October, A.D. 1942, before me,  
a Notary Public in and for said County, personally came  
Henry J. Rebbeck, personally to me known to be the identical  
person whose name are affixed to the above and foregoing instrument, and  
they acknowledged the said instrument and the execution thereof to be their  
voluntary act and deed, for the purposes therein expressed.

In testimony whereof, I have hereunto set my hand and affixed my  
notarial seal at Omaha Nebraska on the day and date last above  
written.

Elyseeth Gammie  
Notary Public

My commission expires

STATE OF NEBRASKA  
) SS:  
COUNTY OF DOUGLAS

On this 4 day of Nov., A.D. 1942, before me,  
a Notary Public in and for said County, personally came John Stark and  
Frederick E. Stark, personally to me known to be the identical  
person whose name are affixed to the above and foregoing instrument, and  
they acknowledged the said instrument and the execution thereof to be their  
voluntary act and deed, for the purposes therein expressed.

In testimony whereof, I have hereunto set my hand and affixed my  
notarial seal at Omaha Nebraska on the day and date last above  
written.

Agnes O'Whalen  
Notary Public

My commission expires Aug. 2 - 1943

Entered in Notarial Log and Certified in the Office of Clerk, Douglas County, Nebraska  
on November 3, 1942, by J. O'Donnell, Register of Deeds